

A. G. Contract No. KR96 2086TRN
ADOT ECS File: JPA 96-138
Project No.: TEA-CSG-0(1)P
TRACS No.: 0000 PN CSG SL390 01C
Section: San Carlos Parkway
Plaza, Path and Landscaping

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CASA GRANDE

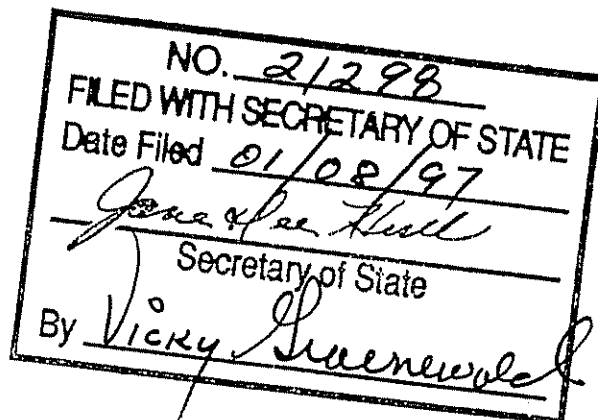
THIS AGREEMENT is entered into 8 January, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF CASA GRANDE, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 AND 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.



4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide the State with the City funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work and the estimated cost are as follows:
Construct multi-use path, plaza and landscaping.

Estimated Project Cost	\$ 224,481.00
Federal Aid Funds (CAP)	\$ 221,153.00
City Funds	\$ 3,328.00
Five percent (5%) Surcharge	\$ 11,224.00
Total City of Casa Grande Funds	\$ 14.552.00*

* This includes a 5% surcharge on the total cost as per Local Government Engineer memo of 4 April 1994.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA and the City will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the City, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be

obligated to incur any expenditure in excess of the amount of the City's deposit unless and until so authorized in writing by the City.

2. Prior to the solicitation of bids, the City shall deposit funds with the State in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the City any part of the funds deposited by the City remaining after City's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, signs, and markings necessary for the purpose of regulating, warning and guiding traffic, all in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

7. The City will provide personnel to supervise construction. The FHWA will participate in the cost of construction supervision provided by the City at the pro rata established in the Project Agreement for up to 15 percent of the cost of construction. Construction supervision costs not participated in by FHWA shall be borne by the City. All construction project change orders are to be approved by the State.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the City agrees to furnish and provide State with City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Casa Grande
City Manager
300 E. 4th Street
Casa Grande, AZ 85230-5011


9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

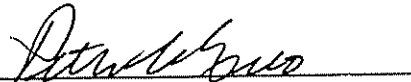
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CASA GRANDE

STATE OF ARIZONA

Department of Transportation

By 
ROBERT MITCHELL
Mayor

By 
PETER L. ENO
Contract Administrator

ATTEST:

By 
GLORIA HARO
City Clerk

STATE OF ARIZONA)
) ss
County of Pinal)

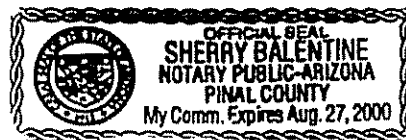
**CITY OF CASA GRANDE
ACKNOWLEDGMENT**

On this 20th day of December 1996, Robert Mitchell, who acknowledged himself to be the Mayor of the City of Casa Grande, and Gloria Leija-Haro, who acknowledged herself to the City Clerk of the City of Casa Grande, personally appeared before the undersigned and that they, as such Mayor and City Clerk, being authorized to do so, executed the Intergovernmental Agreement between the State of Arizona and the City of Casa Grande (Casa Grande Contract no. 1296-1 and A.G. Contract No. KR96 2086TRN) in the capacity therein stated and for the purposes therein contained by signing their names.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sherry Balentine
Notary Public

My commission expires 8/27/00



STATE OF ARIZONA)
) ss
County of _____)

**THE STATE OF ARIZONA
ACKNOWLEDGMENT**

On this ____ day of _____, 1996, Peter L. Eno, who acknowledged himself/herself to be the designated Contract Administrator of the State of Arizona, personally appeared before the undersigned and that he/she as such Officer being authorized so to do, executed the Intergovernmental Agreement between the State of Arizona and the City of Casa Grande (Casa Grande Contract no. _____ and A.G. Contract No. KR96 2086TRN) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires _____

RESOLUTION NO. 2429

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, APPROVING AN INTER-GOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA TO ACQUIRE FEDERAL FUNDING FOR THE CONSTRUCTION OF THE SAN CARLOS PARKWAY PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:

Section 1. Authorization of an Intergovernmental Agreement with the State of Arizona

The Mayor and Council of the City of Casa Grande hereby approve an intergovernmental agreement with the State of Arizona (known as A.G. Contract No. KR96 2086TRN and C.G. Contract No. _____) for :

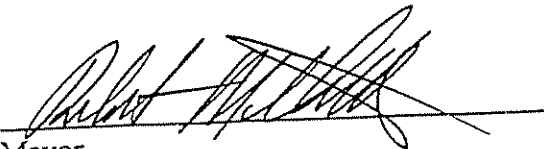
- A. the acquisition of federal funding for the partial cost for the construction of the San Carlos Parkway project; and
- B. provision of public funds in the amount not to exceed \$14,552 which is divided into the following categories:


Matching Funds for estimated construction costs:	\$ 3,328.00
5% surcharge for construction cost overruns:	11,224.00

Section 2. Authorization for City Manager to Execute the Agreement


The Mayor and Council of the City of Casa Grande hereby further authorize Kenneth W. Buchanan, the City Manager, to execute the Intergovernmental Agreement on behalf of the City of Casa Grande.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 1996.


Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney

ATTORNEYS' REVIEW AND APPROVAL

I am the attorney for the City of Casa Grande. I have reviewed the foregoing intergovernmental agreement between the State of Arizona and the City of Casa Grande in accordance with A.R.S. §11-952(D) and determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency, board or commission.

A handwritten signature in cursive script, reading "Kay Bigelow", written in dark ink.

Kay Bigelow, Casa Grande City Attorney

I am the attorney for the State of Arizona. I have reviewed the foregoing intergovernmental agreement between the State of Arizona and the City of Casa Grande in accordance with A.R.S. §11-952(D) and determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency, board or commission.

Attorney for the State of Arizona



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2086TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 2, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section